

ACQUISITION AND CROSS-SERVICING AGREEMENT

(US-BC-01)

BETWEEN

THE DEPARTMENT OF DEFENSE

OF THE UNITED STATES OF AMERICA

AND

THE BOTSWANA DEFENCE FORCE

OF THE REPUBLIC OF BOTSWANA

Effective Date: 27 June 2003

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PREAMBLE

The Department of Defense of the United States of America and the Botswana Defence Force of the Republic of Botswana, hereinafter referred to as the Parties, desiring to further the interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation, have resolved to conclude this Acquisition and Cross-Servicing Agreement (the Agreement).

I. PURPOSE

This Agreement is entered into for the purpose of establishing basic terms, conditions, and procedures to facilitate the reciprocal provision of logistic support, supplies, and services as that term is defined in Article III of this Agreement.

II. APPLICABILITY

1. This Agreement is designed to facilitate reciprocal logistic support between the Parties to be used primarily during combined exercises, training, deployments, operations, or other cooperative efforts, and for unforeseen circumstances or exigencies in which one of the Parties may have a need of logistic support, supplies, and services.
2. This Agreement applies to the reciprocal provision of logistic support, supplies, and services between the military forces of one Party by the other Party in return for either cash payment or the reciprocal provision of logistic support, supplies, and services to the military forces of the other Party.
3. All activities of the Parties under this Agreement and any Implementing Arrangements shall be carried out in accordance with their respective laws and regulations. All obligations of the Parties under this Agreement and any Implementing Arrangements shall be subject to the availability of funds for such purposes.
4. In accordance with U.S. law and regulation, the United States currently may neither acquire nor transfer the following items under this agreement:

- a. weapon systems;
- b. major end items of equipment (except for the lease or loan of general purpose vehicles and other nonlethal items of military equipment which are not designated as significant military equipment on the U.S. Munitions List);
- c. initial quantities of replacement and spare parts associated with the initial order quantity of major items of organizational equipment covered in tables of allowances and distribution, tables of organization and equipment, and equivalent documents.

5. Also excluded from transfer by either Party under this Agreement are any items the transfer of which are prohibited by its laws or regulations. In accordance with U.S. law and regulation, the United States currently may not transfer the following items under this agreement:

- a. guided missiles;
- b. naval mines and torpedoes;
- c. nuclear ammunition and included items such as warheads, warhead sections, projectiles, demolition munitions, and training ammunition;
- d. cartridge and air crew escape propulsion system components;
- e. chaff and chaff dispensers;
- f. guidance kits for bombs or other ammunition;
- g. chemical ammunition (other than riot-control agents);
- h. source, byproduct, or special nuclear materials, or any other material, article, data, or thing of value the transfer of which is subject to the Atomic Energy Act of 1954 (Title 42, United States Code, Section 2011, et. seq.).

6. In accordance with Botswana law and regulation, the Botswana Defense Force currently may not transfer or acquire the following items under this agreement:

- a. armored fighting vehicles (AFV)/armored personnel carriers (APC);
- b. assault boats;
- c. fighter aircraft;
- d. unmanned aerial vehicles (UAV)

III. DEFINITIONS

1. As used in this Agreement and in any Implementing Arrangements which provide specific procedures, the following definitions apply:

- a. Equal value exchange. A transfer conducted under this Agreement in which it is agreed that the receiving Party shall replace logistic support, supplies, and services that it receives with logistic support, supplies, and services of an equal monetary value.

b. Implementing Arrangement. A written supplementary agreement which contains additional details, terms and conditions related to a specific acquisition and/or transfer of logistic support, supplies, and services.

c. Invoice. A document from the supplying Party which requests reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and any applicable Implementing Arrangements.

d. Logistic support, supplies, and services. Food, water, billeting, transportation (including airlift), petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident to base operations support), storage services, use of facilities, training services, spare parts and components, repair and maintenance services, calibration services, and port services. Such term also includes the temporary use of general purpose vehicles and other nonlethal items of military equipment which are not designated as significant military equipment on the U.S. Munitions List.

e. Order. A written request, in an agreed upon format and signed by an authorized individual, for the provision of specific logistic support, supplies, and services pursuant to this Agreement and any applicable Implementing Arrangement.

f. Receiving Party. The Party ordering and receiving support.

g. Replacement-in-kind. A transfer conducted under this Agreement in which it is agreed that the receiving Party shall replace logistic support, supplies, and services that it receives with logistic support, supplies, and services of an identical, or substantially identical, nature under agreed conditions.

h. Supplying Party. The Party providing support.

i. Transfer. Selling (whether for payment in currency, replacement-in-kind, or exchange of supplies or services of equal value), leasing, loaning, or otherwise temporarily providing logistic support, supplies, and services under the terms of this Agreement and any applicable Implementing Arrangement.

j.. United States Munitions List. U.S. Defense articles and defense services which are designated by the U.S. President under the Arms Export Control Act as subject to export controls. The U.S. Munitions List is published in Part 121 of Title 22 of the U.S. Code of Federal Regulations.

IV. TERMS AND CONDITIONS

1. Each Party shall make its best efforts, consistent with national priorities, to satisfy requests from the other Party under this Agreement for logistic support, supplies, and services. When an Implementing Arrangement contains a stricter standard for satisfying such requests, it shall apply over this paragraph.

2. Orders may be placed or accepted only by the points of contact (POCs), or designees, identified by the Parties in Annexes B through M of this Agreement. When military forces of the Republic of Botswana require logistic support, supplies, or services outside the U.S. European Command (USEUCOM) Area of Responsibility (AOR), they may place orders directly with the cognizant POC or may seek the assistance of USEUCOM, or a USEUCOM Component Command, to place an order with a non-USEUCOM POC.

3. An Implementing Arrangement under this Agreement may be negotiated on behalf of the U.S. Department of Defense by Headquarters, USEUCOM, the Headquarters of other United States combatant commands, or their designated subordinate commands. Implementing Arrangements may be negotiated on behalf of the Commander of the Botswana Defence Force by Deputy Chief of Staff, Logistics, MG J.G. Tlhokwane. Implementing Arrangements must identify POCs and their specific authorizations or limitations.

4. Prior to submitting a written Order, the ordering Party should initially contact the supplying Party's POC by telephone, fax, or e-mail to ascertain availability, price, and desired method of repayment for required materiel or services. Orders must include all the data elements in Annex A, as well as any other terms and details necessary to carry out the transfer. Instructions and a standard order form are attached at Annex A. The number of this Agreement, US-BC-01, should be annotated on all Orders and related correspondence.

5. The receiving Party is responsible for:

a. Arranging pickup and transportation of supplies acquired under this Agreement. This does not preclude the supplying Party from assisting with loading supplies acquired under this Agreement onto the transportation conveyance. The supplying Party shall notify the receiving Party when and where supplies are available to be picked up.

b. Obtaining the applicable customs clearance and arranging other official actions required by national customs regulations.

6. The individual picking up the supplies or receiving the services on behalf of the receiving Party shall sign the standard order form (Annex A) in the appropriate block as evidence of receipt. If the standard order form is not available at the supplying Party's point of issue, the individual collecting the supplies shall sign the receipt document provided by the supplying Party as a substitute. The number of this Agreement, US-BC-01, shall be entered on the receipt document. The supplying Party shall forward the signed receipt document to the activity authorized to accept orders under this Agreement where the signed receipt document shall be attached to the original order form from the receiving Party.

7. Logistic support, supplies, and services received through this Agreement shall not be retransferred, either temporarily or permanently, to any person other than a member of the forces of the receiving Party without the prior written consent of the supplying Party.

V. REIMBURSEMENT

1. For transfers of logistic support, supplies, and services under this Agreement, the Parties shall agree for payment either by cash ("reimbursable transaction"), or by replacement-in-kind or an equal-value exchange ("exchange transaction"). The receiving Party shall pay the supplying Party as provided in either paragraph 1a. or paragraph 1b. of this Article, as agreed.

a. Reimbursable Transaction. The supplying Party shall submit invoices to the receiving Party after delivery or performance of the logistic support, supplies, and services. Both Parties shall provide for the payment of all transactions and each Party shall invoice the other Party at least once every 3 months for all completed transactions not previously invoiced. Invoices shall be accompanied by necessary support documentation. Invoices should be paid within 30 days of the date received, and shall be paid not later than 90 days from the date prepared. In pricing a reimbursable transaction, the Parties agree to the following reciprocal pricing principles:

(1) In the case of specific acquisition by the supplying Party from its contractors on behalf of a receiving Party, the price shall be no less favorable than the price charged the armed forces by the contractor of the supplying Party for identical items or services, less any amounts excluded by Article VI of this Agreement. The price charged may take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of Transfer from the supplying Party's own resources, the supplying Party shall charge the same price it charges its own forces for identical logistic support, supplies, and services, as of the date delivery or performance occurs, less amounts excluded by Article VI of this Agreement. In any case where a price has not been established or charges are not made for one's own forces, the Parties shall agree on a price in advance, reflecting reciprocal pricing principles, excluding charges that are precluded under these same reciprocal pricing principles. However, in the case of items, the price shall be no less than the supplying Party's acquisition cost.

b. Exchange Transaction. Exchange transactions may be by replacement-in-kind or by equal-value-exchange. Both Parties shall maintain records of all transactions. The receiving Party shall pay by transferring to the supplying Party logistic support, supplies, and services that are agreed between the Parties to be in kind or of equal monetary value to the logistic support, supplies, and services delivered or performed by the supplying Party. If the receiving Party does not complete the exchange within the terms of a replacement schedule agreed to or in effect at the time of the original transaction, which may not exceed one (1) year from the date of the original transaction, the transaction shall be deemed reimbursable and governed by paragraph 1a above, except that the price shall be established using actual or estimated prices in effect on the date payment would otherwise have been due.

c. Establishment of Price or Value. The following pricing mechanisms are provided to clarify application of the reciprocal pricing principles. The price established for inventory stock materiel shall be the supplying Party's stock list price. The price for new procurement shall be the same price paid to the contractor or vendor by the supplying Party. The price for services rendered will be the supplying Party's standard price, or, if not applicable, the costs directly associated with providing the services. For example, for repair and maintenance services the costs would be the supply stocklist prices plus actual labor costs and any other costs directly associated with providing the service, e.g., the appropriate proportion of temporary duty (TDY) per diem and transportation costs if the service is rendered in a TDY status. Prices charged shall exclude all taxes and duties which the receiving Party is exempted from paying under other agreements which the Governments of the Parties have concluded. Upon request, the Parties agree to provide information sufficient to verify that these reciprocal pricing principles have been followed and that prices do not include waived or excluded costs.

d. Means of Payment. The following means of payment shall be acceptable:

(1) Payment-in-cash. Payment shall be made in the currency of the supplying Party or as otherwise agreed in the Order.

(2) Replacement-in-kind. When Replacement-in-kind is used as the method of payment, the receiving Party shall, within one year of receipt, replace or return supplies in the same condition and conforming to the same configuration as the supplies provided by the supplying Party, or, if so agreed, a later configuration. The receiving Party is responsible for negotiating return transportation and delivery to the location designated by the supplying Party at the time of request. If the receiving Party does not replace or return supplies within one year, payment must be in cash.

(3) Equal-value-exchange. To the extent possible, when Equal-value-exchange is the desired method of payment, prior to the provision of the requested support, both Parties shall agree on the goods and services that shall be accepted for payment and their value. If the receiving Party does not provide the agreed upon goods or services to the supplying Party within one year of the original transaction, the method of payment shall convert to Payment-in-cash.

2. When a definitive price for the Order is not agreed to in advance, the Order, pending agreement on final price, shall set forth a maximum liability for the Party ordering the logistic support, supplies, and services. The Parties shall then promptly enter into negotiation to establish the final price.

3. POCs for payments and collections for each Party are identified in annexes to this Agreement.

4. Logistic support, supplies, and services that are available for a lesser price under another agreement shall be priced under this Agreement at the lower price.

VI. WAIVED OR EXCLUDED COSTS

Insofar as national laws and regulations permit, the Parties shall ensure that any readily identifiable duties, taxes, and similar charges are not imposed on activities conducted under this Agreement. The Parties shall cooperate to provide proper documentation to maximize tax and customs relief. Prices charged shall exclude all taxes and duties which the receiving Party is exempted from paying under other agreements which the Governments of the Parties have concluded. The Parties shall inform each other whether the price charged for logistic support, supplies, or services includes taxes or duties. In determining whether duties, taxes and similar charges should be levied, the pricing principles in section V, and in particular section V, paragraph 1, subparagraph c, will govern the value of the support, supplies, or services provided by the supplying Party.

VII. SECURITY OF INFORMATION

It is the intent of the Parties that activities under this Agreement and any Implementing Arrangements be carried out at the unclassified level. Unless specifically authorized by separate written agreement or arrangement, no classified information or material shall be provided or generated under this Agreement or any Implementing Arrangements.

VIII. INTERPRETATION AND REVISION OF INFORMATION

1. Any disagreements regarding the interpretation or application of this Agreement, any Implementing Arrangements, or transactions executed hereunder shall be resolved through consultation between the Parties and shall not be referred to any international tribunal or third party for settlement.
2. Either Party may, at any time, request revision of this Agreement by giving the other Party 90 days advance written notice. In the event such a request is made, the two Parties shall promptly enter into negotiations. This Agreement may only be amended by written agreement between the Parties. Replacement of Annexes B through M, which list POCs, may be done by the Parties without formal amendment of this Agreement.

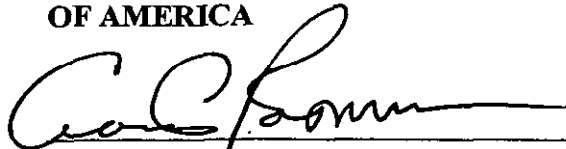
IX. EFFECTIVE DATE AND TERMINATION

This Agreement, which consists of a Preamble, Articles I-IX, and Annexes A through M, shall enter into force on the date of the last signature and shall remain in force for a period of ten years unless terminated by either Party giving not less than 180 days notice in writing to the other Party. At any time during the final year of the ten-year term of this Agreement, the Parties may agree to extend its term for an additional ten years. Notwithstanding termination of this Agreement, all reimbursement obligations incurred pursuant to its terms shall remain binding on the responsible Party until satisfied.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective governments, have signed this Agreement.

DONE, in duplicate, in the English language.

**FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES
OF AMERICA**



CRAIG P. RASMUSSEN
Maj Gen, USAF
Director of Logistics and
Security Assistance

Place: Stuttgart, Germany

Date: 27 June 2003

**FOR THE
BOTSWANA DEFENCE FORCE
OF THE REPUBLIC OF BOTSWANA**



JEFFERSON G. TLHOKWANE
MAJ GEN, BDF
Deputy Chief of Staff of Logistics

Place: GABORONE

Date: 20 JUNE 2003

LIST OF ANNEXES

Annex A - Standard order form, Instructions for Completion, and Minimum Essential Data Elements
Annex B - Botswana Defence Force POCs
Annex C - USEUCOM POCs
Annex D - USAFE POCs
Annex E - USAREUR POCs
Annex F - USNAVEUR POCs
Annex G - MARFOREUR POCs
Annex H - SOCEUR POCs
Annex I - USJFCOM POCs
Annex J - USCINCPAC POCs
Annex K - USCENTCOM POCs
Annex L - USSOUTHCOM POCs
Annex M - USTRANSCOM POCs

ANNEX A

MINIMUM ESSENTIAL DATA ELEMENTS

- 1) Implementing Arrangements or support Agreement
- 2) Date of Order
- 3) Designation and address of office to be billed
- 4) Numerical listing of stock numbers of items, if any
- 5) Quantity and description of material/services requested
- 6) Quantity furnished
- 7) Unit of Measurement
- 8) Unit price in currency of billing country
- 9) Quantity furnished (6) multiplied by unit price (8)
- 10) Currency of billing country
- 11) Total Order amount expressed in currency of billing country
- 12) Name (typed or printed), signature, and title of authorized Ordering or requisitioning representative
- 13) Payee to be designated on remittance
- 14) Designation and address of office to receive remittance
- 15) Recipient's signature acknowledging service or supplies received on the Order or requisition or a separate supplementary document
- 16) Document number of Order or requisition
- 17) Receiving organization
- 18) Issuing organization
- 19) Transaction type

20) Fund citation or certification of availability of funds when applicable under Parties' procedures

21) Date and place of original transfer; in the case of an exchange transaction, a replacement schedule including time and place of replacement transfer

22) Name, signature and title of authorized acceptance official

23) Additional special requirement, if any, such as transportation, packaging, etc.

24) Limitation of government liability

25) Name, signature, date and title of supplying Party official who actually issues supplies or services

ACSA Standard Form for Ordering, Receipt, and Payment

PART A (Select One)				PART C. INVOICE				
1. Request Number		<input type="checkbox"/> Request <input type="checkbox"/> Return		22. Invoice Authority				
2. ACSA Number:		6. To		23. Invoice Number				
3. Means of Transport		8. Time and Place delivery requested		24. Transportation Document				
9. Receiving Party		10A. Authorizing Official Requesting Party (Name, Rank, Signature)		10B. Date				
11. No.	12. Stock Number	13. Description	14. Units of Measure	15. Quantity Requested	27. Quantity Delivered	28. Unit Price	29. Total	30. Attachments and Vouchers
16. Other Costs								
17. Method of Payment				31. Total Amount Claimed				32. Currency Used: U.S. Dollars
<input type="checkbox"/> Cash <input type="checkbox"/> Replacement In Kind <input type="checkbox"/> Equal-Value-Exchange				33A. Payable To:				33B. Account Number:
18. Authorizing Official for Supporting/Supplying Party (Provide Name, Rank, Signature, and Date signed)				19. Agreed Date of Return				33C. For:
Part B - Acknowledgement of Receipt 20. Receipt Accepted: (Enter Place, Date, Name, Rank and Signature)				21. Transportation <input type="checkbox"/> Free of Charge <input type="checkbox"/> With Charges				34. I certify that the amount invoiced is exclusive of all taxes for which exemption has been granted under provision of existing agreements and that the invoice is correct. 35. Name, Rank, and Signature

ANNEX B

BOTSWANA DEFENCE FORCE POINTS OF CONTACT

ORDERING AND FINANCIAL RESPONSIBILITIES

The BDF agency responsible for **approving, placing, and accepting orders** is:

- a. Unit: BDF HQs
- b. Commercial Telephone: 267-3662-100
- c. 24 hour/after duty hours contact telephone: 267-3662-100
- d. Commercial Fax: 267-3793-600
- e. Mailing Address: BDF Headquarters
Private Bag 06
Gaborone, Botswana

The BDF agency responsible for **collecting and making payments** for support, supplies, and services is:

- a. Unit: BDF HQs
- b. Commercial Telephone: 267-3662-100
- c. Commercial Fax: 267-3793-600
- d. Mailing Address: BDF Headquarters, Private Bag 06, Gaborone, Botswana

ANNEX C
HQ U.S. EUROPEAN COMMAND (USEUCOM) POINTS OF CONTACT

The USEUCOM POC for **policy issues** under this agreement is the ECJ4 Multinational Logistics Division:

- a. Unit: HQ USEUCOM-ECJ4
- b. Telephone: Commercial 49-711-680-7474 or 7202
DSN 430-7474 or 7202
- c. Fax: Commercial 49-711-680-7408
DSN 430-7408
CLASSIFIED Fax: Commercial 49-711-680-7402
DSN 430-7402
- d. Message Address: USCINCEUR VAHINGEN GE//ECJ4-ML//
- e. Mailing Address: HQ USEUCOM
ECJ4-ML
Unit 30400, Box 1000
APO AE 09128

The USEUCOM POC for coordinated **placement and acceptance of orders** under this agreement is the ECJ4 Joint Logistics Operations Center:

- a. Unit: HQ USEUCOM-ECJ4
- b. Telephone: Commercial 49-711-680-7474 or 7202
DSN 430-7474 or 7202
- c. Fax: Commercial 49-711-680-7476
DSN 430-7476
CLASSIFIED Fax: Commercial 49-711-680-7402
DSN 430-7402
- d. Message Address: USCINCEUR VAHINGEN GE//ECJ4-ML//
- e. Mailing Address: HQ USEUCOM
ECJ4-ML
Unit 30400
APO AE 09131

The EUCOM agency responsible for policy issues regarding **payments and collections** in support of this agreement is the Comptroller:

- a. Unit: HQ USEUCOM-ECCM
- b. Telephone: Commercial 49-711-680-5119 or 7105
DSN 430-5119 or 7105
- c. Fax: Commercial 49-711-680-5370
DSN 430-5370
- d. Message Address: USCINCEUR VAIHINGEN GE//ECCM//
- e. Mailing Address: HQ USEUCOM-ECCM
Unit 30400
APO AE 09131